

GRANT AGREEMENT (REVISED)

This grant agreement (this "Grant Agreement"), entered into by and between the **Office of the Indiana Attorney General** (hereinafter referred to as the "State") and **100 Black Men** (hereinafter referred to as the "Grantee"), whose address is 3901 N. Meridian Street, Indianapolis, Indiana 46208, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of Agreement.

The purpose of this Grant Agreement is to enable the State to make a grant **from** the State of Indiana's Consumer Protection Fund, IC 4-6-9-7, of five thousand dollars (\$5,000.00) to the Grantee for eligible costs of the Summer Academy Program, a seven (7) week educational program for inner-city K – 7 students. This Grant shall be used exclusively for the purposes set forth in this paragraph and in accordance with the provisions contained in this Grant Agreement and in Indiana Code 4-6-9-7.

2. Term.

This Grant Agreement shall be effective for a period of ninety (90) days. It shall commence on June 1, 2005 and shall remain in effect through August 31, 2005.

3. Design and Implementation of Project.

The Grantee shall be solely responsible for the proper design and implementation of the Summer Academy Program. The Grantee agrees to complete the consumer education aspect of said project in accordance with the plans and specifications in its application, incorporated into this Grant Agreement and attached as Exhibit A. Modification of its application shall require prior **written** approval of the State.

4. Monitoring Report by the State.

The Grantee agrees to a monitoring report of the project. Grantee agrees to:

- A. An audit of expense records by the State Board of Accounts in regards to this **Grant** Agreement.
- B. Submit a grant report upon completion of the program activity no later than July 31, 2005, which summarizes how the funding was used and results achieved.
- C. Provide copies of all expense documents to the Controller, Office of the Attorney General, 302 West Washington Street, IGCS – 5th Floor, Indianapolis, IN 46204.

5. Compliance with Laws.

A. The Grantee agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Grant shall be reviewed by the State and the Grantee to determine whether the provisions of the Grant require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, **as** set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission **website** at <<<<http://www.in.gov/ethics/>>>>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Grantee certifies by entering into this Grant, that neither it nor its **principal(s)** is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Grantee agrees that any payments in arrears and currently due to the State of Indiana may be withheld **from** payments due to the Grantee. Additionally, further work or payments may be withheld, delayed, or denied **and/or** this Agreement suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana **pending**, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Grantee agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued **pursuant** to this Agreement. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Grantee, the Grantee may request that it be allowed to continue, or receive work, without delay. The Grantee must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A **determination** by IDOA shall be binding on the parties.

E. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

F. The Grantee warrants that the Grantee and its **subgrantees**, if any, shall obtain and maintain all required permits, licenses, and approvals, **as well as** comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of the Grant and grounds for immediate termination of the Grant and denial of **further** work with the State.

G. The Grantee hereby affirms that it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. Grantee agrees that the State may **confirm**, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Grantee **from** contracting with the State in the future, cancel existing Grants, withhold payments

to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

6. Conflict of Interest.

A. As **used** in this section:

"**Immediate family**" means the spouse and the unemancipated children of an individual.

"Interested party," means:

1. The individual executing this Grant;
2. An individual who has an interest of three percent (3%) or more of Grantee, if Grantee is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"**Commission**" means the State Ethics Commission.

B. The State may cancel this Grant without recourse by Grantee if any interested party is an employee of the State of **Indiana**.

C. The State will not exercise its right of cancellation under section B, above, if the Grantee gives the State an opinion by the Commission indicating that the existence of **this** Grant and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The State may take action, including cancellation of this Grant, consistent with an opinion of the Commission obtained under this section.

D. Grantee has an affirmative obligation under this Grant to disclose to the State when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Grantee knows or reasonably could know.

7. Drug-Free Workplace.

Grantee hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this grant a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that Grantee or an employee of Grantee has been convicted of a criminal drug violation occurring in Grantee's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the grant or agreement **and/or** debarment of grant opportunities with the State of Indiana for up to three (3) years.

8. Funding Cancellation.

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of a grant, the grant shall be canceled. A determination by the Budget Director that funds are not appropriated or **otherwise** available to support continuation of **performance** shall be final and conclusive.

9. Nondiscrimination.

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Grantee shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Grant, if any, with respect to the hire, tenure, **terms**, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Grant Agreement.

Acceptance of this Grant Agreement also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting **discrimination** in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

10. Repayment.

The Grantee shall repay the **funds** provided under this Grant Agreement within **thirty (30)** calendar days of any final determination that the **funds** were not used for the purposes set forth in this Grant Agreement.

11. Non-Collusion and Acceptance.

The undersigned attests, subject to the penalties for perjury, that **he/she** is the duly authorized representative, agent, or officer of the Grantee, that **he/she** has not, nor has any other employee, representative, agent, or officer of the Grantee, directly or indirectly, to the best of **his/her** knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that **he/she** has not received or paid, any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof.

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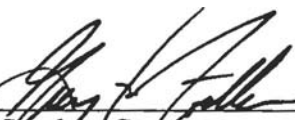
IN WITNESS WHEREOF, Grantee and the State of Indiana have, through duly authorized representatives, entered into this Grant Agreement. The parties having read and understand the foregoing terms of the grant do by their respective signatures dated below hereby agree to the terms thereof.

100 Black Men

By: 
Murvin Enders

Title: Executive Director

Date: 5/2/05

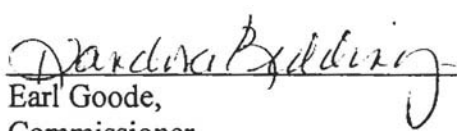
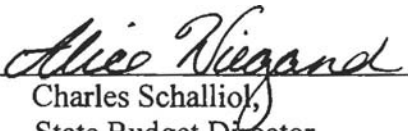
By: 
Stephen Carter
Attorney General of Indiana

Date: 5/4/05

APPROVED BY:

DEPARTMENT OF ADMINISTRATION

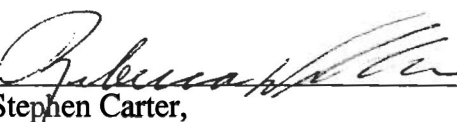
STATE BUDGET AGENCY

By:  (for) By:  (for)
Earl Goode, Commissioner Charles Schalliol, State Budget Director

Date: 5-6-05

Date: 5/9/2005

APPROVED AS TO FORM AND
LEGALITY:

By:  (for)
Stephen Carter,
Attorney General of Indiana

Date: 5-11-05

223734

EXHIBIT A



April 29, 2005

"REAL MEN GIVING REAL TIME"

OFFICERS

CLARENCE CRAIN
PRESIDENT

JOSEPH MURDOCK
VICE PRESIDENT

ADRIAN T. SMILEY
SECRETARY

EVERETT T. LEWIS
TREASURER

Rev. W.O. McLAUGHLIN
CHAPLAIN

Honorable Steve Carter, Attorney General
State of Indiana
302 West Washington Street
Indianapolis, Indiana 46204:

Dear Mr. Carter:

On March 15th the **One** Hundred Black Men of Indianapolis submitted a request for \$7,500 in support of our Beautillion Militaire program (see attachment I). The request was approved for \$5,000 and an agreement was **emailed** to us for our concurrence and signature (see attachment II). After reviewing the objectives of the grant and since the Beautillion **Militaire** curriculum and **program** have been completed, we believe that our **Summer** Academy would be more appropriate for this year's grant.


MURVIN S. ENDERS
EXECUTIVE DIRECTOR

Since 1992, The 100 Black Men Summer Academy program has provided students with the support and encouragement needed to develop self-esteem and respect for themselves as well as others. Enrolling kindergarten through seventh graders, the seven week (5 days per week) program reinforces academics such as math and reading and provides positive activities to assist students with their personal development. In recent years the "100" has **partnered with** the St. Vincent Unity Development Center to expand the opportunities **within** the program which has adopted the theme "Building a Better Me". For the 2005 academy, basic finance **and consumer awareness is being introduced in the fifth, sixth and seventh grade** classes.

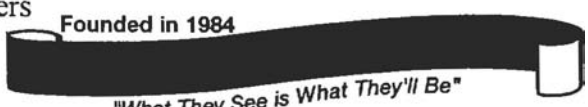
In 2003, the "100" began **partnering** with the University of Indianapolis' School of Business to provide a twelve week financial literacy program for youth 16 – 18 years old. Information **from** that program and other age-appropriate finance and consumer education information will be adapted to the 2005 summer academy.

On behalf of the 100 Back Men of Indianapolis and our summer academy staff and students, I request authorization to utilize the **\$5,000** consumer education grant to support the introduction of financial literacy and consumer education to the 2005 summer academy program.

Yours truly,


Murvin S. Enders

Founded in 1984


"What They See is What They'll Be"